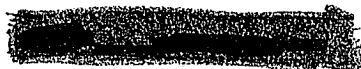


[TOTAL DISABILITY means that as a result of sickness or injury you are unable to perform with reasonable continuity the substantial and material acts necessary to pursue your usual occupation in the usual and customary way.]



**WHEN ARE YOU TOTALLY DISABLED?**

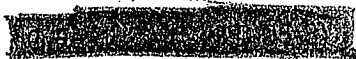
[You are **totally disabled** when, as a result of **sickness or injury**, you are unable to perform with reasonable continuity the substantial and material acts necessary to pursue your **usual occupation** in the usual and customary way.]



[TOTAL DISABILITY means that as a result of sickness or injury you are unable to perform with reasonable continuity the substantial and material acts necessary to pursue your usual occupation and you are not working in your usual occupation.]

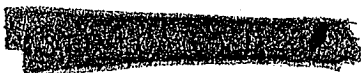
[USUAL OCCUPATION means any employment, business, trade or profession and the substantial and material acts of the occupation you were regularly performing [for your Employer] when the disability began. Usual occupation is not necessarily limited to the specific job you performed [for your Employer].]

[USUAL OCCUPATION may be interpreted to mean the employment, business, trade or profession that involves the substantial and material acts of the occupation you were regularly performing [for your Employer] when the disability began. Usual occupation is not necessarily limited to the specific job you performed [for your Employer].]



**WHEN ARE YOU TOTALLY DISABLED?**

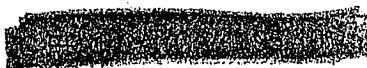
[You are **totally disabled** when, as a result of **sickness or injury**, you are unable to perform with reasonable continuity the substantial and material acts necessary to pursue your **usual occupation** and you are not working in your **usual occupation**.]



[SUBSTANTIAL AND MATERIAL ACTS means the important tasks, functions and operations generally required by employers from those engaged in your usual occupation that cannot be reasonably omitted or modified.]

In determining what substantial and material acts are necessary to pursue your usual occupation, we will first look at the specific duties required by your [Employer] [or] [job]. If you are unable to perform one or more of these duties with reasonable continuity, we will then determine whether those duties are customarily required of other [employees] [or] [individuals] engaged in your usual occupation. If any specific material duties required of you by your [Employer] [or] [job] differ from the material duties customarily required of other [employees] [or] [individuals] engaged in your usual occupation, then we will not consider those duties in determining what substantial and material acts are necessary to pursue your usual occupation.]

[SUBSTANTIAL AND MATERIAL ACTS means acts that are normally required for the performance of your usual occupation [or another occupation]; and cannot be reasonably omitted or modified.]



[[TOTAL DISABILITY means that as a result of sickness or injury you are not able to engage with reasonable continuity in any occupation in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity.]]

[This applies to any occupation that exists within any of the following locations:

- a reasonable distance or travel time from your residence in light of the commuting practices of your community;
- a distance or travel time equivalent to the distance or travel time you traveled to work before becoming disabled; or
- the regional labor market if you reside or resided prior to becoming disabled in a metropolitan area.]]



## WHEN ARE YOU TOTALLY DISABLED?

[[You are **totally disabled** when, as a result of **sickness or injury**, you are not able to engage with reasonable continuity in any occupation in which **you** could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity.]

[This applies to any occupation that exists within any of the following locations:

- a reasonable distance or travel time from your residence in light of the commuting practices of your community;
- a distance or travel time equivalent to the distance or travel time **you** traveled to work before becoming **disabled**; or
- the regional labor market if **you** reside or resided prior to becoming **disabled** in a metropolitan area.]]



[RESIDUALLY DISABLED means, you are no longer totally disabled and that while actually working in your usual occupation, as a result of sickness or injury you are unable to earn 80% or more of your indexed [weekly] [monthly] pre-disability earnings.]

OR

[PARTIALLY DISABLED means you are not totally disabled and that while actually working in your usual occupation, as a result of sickness or injury you are unable to earn 80% or more of your indexed [weekly] [monthly] pre-disability earnings.]

[INDEXED [WEEKLY] [MONTHLY] PRE-DISABILITY EARNINGS means your [weekly][monthly] pre-disability earnings adjusted on each anniversary of benefit payments by the current annual percentage increase in the Consumer Price Index. Your indexed [weekly][monthly] pre-disability earnings may increase or remain the same, but will never decrease.

The Consumer Price Index (CPI-U) is published by the U.S. Department of Labor. [REDACTED] reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-U.

Indexing is only used as a factor in the determination of the percentage of lost earnings while you are disabled and working.]

[REDACTED]



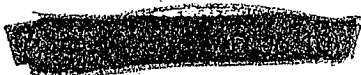
**[WHEN ARE YOU RESIDUALLY DISABLED?**

Following [1 day – 728 days][1 week – 55 weeks][3 months – 18 months] of total disability, you are residually disabled when, you are no longer totally disabled and that while actually working in your usual occupation, as a result of sickness or injury you are unable to earn 80% or more of your indexed [weekly] [monthly] pre-disability earnings.]

OR

**[WHEN ARE YOU PARTIALLY DISABLED?**

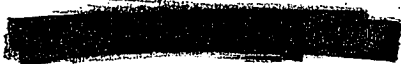
You are partially disabled when you are not totally disabled and that while actually working in your usual occupation, as a result of sickness or injury you are unable to earn 80% or more of your indexed [weekly] [monthly] pre-disability earnings.]



[RESIDUALLY DISABLED means you are no longer totally disabled and that while actually working in an occupation, as a result of sickness or injury you are unable to engage with reasonable continuity in that or in any other occupation in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity.]

OR

[PARTIALLY DISABLED means you are not totally disabled and that while actually working in an occupation, as a result of sickness or injury you are unable to engage with reasonable continuity in that or in any other occupation in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity.]



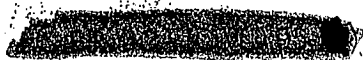
**[WHEN ARE YOU RESIDUALLY DISABLED?**

Following [1 day – 728 days][1 week – 55 weeks][3 months – 18 months] of **total disability**, you are **residually disabled** when, you are no longer **totally disabled** and that while actually working in an occupation, as a result of **sickness or injury** you are unable to engage with reasonable continuity in that or in any other occupation in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity.]

**OR**

**[WHEN ARE YOU PARTIALLY DISABLED?**

You are **partially disabled** when you are not **totally disabled** and that while actually working in an occupation, as a result of **sickness or injury** you are unable to engage with reasonable continuity in that or in any other occupation in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity.]



**HOW WILL [REDACTED] CALCULATE YOUR DISABILITY PAYMENT IF YOU ARE [TOTALLY][RESIDUALLY][PARTIALLY] DISABLED?**

If you are [totally][residually][partially] disabled and have an earnings loss of [0% - 20%] or greater due to the same disability, we will follow this process to calculate your weekly payment.

1. Your gross disability payment is [\$50 - \$5,000] [, not to exceed] [40% - 70%] of your weekly pre-disability earnings [to a maximum of [\$50 - \$5,000] [per week].
2. Subtract from your gross disability payment any benefit reductions. This is your weekly payment.
3. If you are [totally][residually][partially] disabled and working we will subtract [40% - 100%] of your disability earnings from the amount figured in Item 2 to determine your weekly payment.
4. Your weekly payment will be adjusted by any disability earnings as follows:

- a) During the first [12 - 24 months] of payments, while working, add your weekly disability earnings to your gross disability payment.


If the answer from item 4a is less than or equal to 100% of your Indexed weekly pre-disability earnings, [REDACTED] will not further reduce your weekly payment.

If the answer from item 4a is more than 100% of your indexed weekly pre-disability earnings, [REDACTED] will subtract the amount over 100% from your weekly payment.

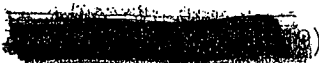
- b) after [12 - 24 months] of payments, while working, we will subtract [40% - 100%] of your disability earnings from your weekly payment.

[REDACTED]

Refer to "WHAT ARE BENEFIT REDUCTIONS?" in the BENEFIT INFORMATION section for income sources that qualify for benefit reductions.

 may require you to send proof of your disability earnings each week if these records are not available from your Employer. We will adjust your weekly payment based on your disability earnings.

After the elimination period, if you are disabled for less than 1 week, we will send you  $[1/1 - 1/7^{\text{th}}]$  of your payment for each day of disability.



**HOW WILL [REDACTED] CALCULATE YOUR DISABILITY PAYMENT IF YOU ARE [TOTALLY][RESIDUALLY][PARTIALLY] DISABLED?**

If you are [totally][residually][partially] disabled and have an earnings loss of [0% - 20%] or greater due to the same disability, we will follow this process to calculate your monthly payment.

1. Multiply your monthly pre-disability earnings by [30% - 80%] of the first [\$1,000 - \$25,000] of monthly pre-disability earnings, plus [30% - 100%] of the next [\$1,000 - \$38,000] of monthly pre-disability earnings.
2. The maximum monthly benefit is [\$100 - \$50,000].
3. Compare the answer from item 1 with the maximum monthly benefit. The lesser of these two amounts is your gross disability payment.
4. Subtract from your gross disability payment any benefit reductions. This is your monthly payment.
5. Your monthly payment will be adjusted by any disability earnings as follows:

- b) During the first [12 - 24 months] of payments, while working, add your monthly disability earnings to your gross disability payment.

If the answer from item 5a is less than or equal to 100% of your indexed monthly pre-disability earnings, [REDACTED] will not further reduce your monthly payment.

If the answer from item 5a is more than 100% of your indexed monthly pre-disability earnings, [REDACTED] will subtract the amount over 100% from your monthly payment.

- c) after [12 - 24 months] of payments, while working, we will subtract [40% - 100%] of your disability earnings from your monthly payment.

Refer to "WHAT ARE BENEFIT REDUCTIONS?" in the BENEFIT INFORMATION section for income sources that qualify for benefit reductions.

[REDACTED]

[REDACTED] may require you to send proof of your monthly disability earnings at least quarterly if these records are not available from your Employer. We will adjust your payment based on your quarterly disability earnings.

After the elimination period, if you are disabled for less than 1 month, we will send you 1/30 of your payment for each day of disability.

[REDACTED]

## WHAT ARE BENEFIT REDUCTIONS?

██████████ will only subtract benefit reductions which are paid [or to which you are entitled, in accordance with the provision "WHAT IF ██████████ DETERMINES YOU MAY QUALIFY FOR BENEFIT REDUCTIONS?"] as a result of the same disability and inability to work as that claimed under the policy. ██████████ will subtract from your gross disability payment the following benefit reductions:

1. [The amount that **you** receive [or are entitled to receive] as a temporary disability benefit under a workers' compensation law.]
2. [The amount that **you** receive [or are entitled to receive] under an occupational disease law or any other **act** or law with similar intent, other than workers' compensation.]
3. [The amount that **you** receive [or are entitled to receive] as disability income payments under any state compulsory benefit **act** or law.]
4. [The amount that **you** receive as disability income payments under any governmental retirement system as a result of your job with your Employer.]
5. [The amount that **you**, [your **dependent** spouse and children] receive [or are entitled to receive] as disability payments because of your **disability** under:
  - [- the United States Social Security Act.]
  - [- the Canada Pension Plan.]
  - [- the Quebec Pension Plan]
  - [- any similar plan or act.]]
6. [The amount that **you** receive as disability payments under your Employer's retirement plan.]

[Disability payments under a retirement plan will be those benefits which are paid due to disability and do not reduce the retirement benefit which





would have been paid if the **disability** had not occurred.]

[We will not reduce your benefit by amounts rolled over or transferred to any eligible **retirement plan**.]

7. [The amount that **you** receive [or are entitled to receive] as disability payments under Title 46, United States Code Section 688 (The Jones Act).]
8. [The amount that **you** receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.]

[If **you** receive a lump sum payment from any **benefit reductions**, the lump sum will be pro-rated on a monthly basis over the time period for which the sum was given. If no time period is stated, **we** will use a reasonable one.]]



## WHAT ARE BENEFIT REDUCTIONS?

██████████ will only subtract benefit reductions which are paid for to which you are entitled, in accordance with the provision "WHAT IF ██████████ DETERMINES YOU MAY QUALIFY FOR BENEFIT REDUCTIONS?,"] as a result of the same disability and inability to work as that claimed under the policy. ██████████ will subtract from your gross disability payment the following benefit reductions:

1. [The amount that **you** receive [or are entitled to receive] as disability income payments under any state compulsory benefit act or law.]
2. [The amount that **you** receive:
  - [- under a **salary continuation or accumulated sick leave plan.**]
  - [- from your **Employer** under the **paid time off program (PTO).**]
  - [- from a third party (after subtracting attorney's fees); by judgment, settlement or otherwise.]]
3. [The amount that **you** receive [or are entitled to receive] as disability payments under Title 46, United States Code Section 688 (The Jones Act).]
4. [The amount that **you** receive as disability payments under your **Employer's retirement plan.**]

[Disability payments under a **retirement plan** will be those benefits which are paid due to **disability** and do not reduce the retirement benefit which would have been paid if the **disability** had not occurred.]
5. [We will not reduce your benefit by amounts rolled over or transferred to any eligible **retirement plan.**]
6. [The amount that **you** receive [or are entitled to receive] as a **temporary disability benefit** under a worker's compensation law.]
7. [The amount that **you** receive [or are entitled to receive] under an occupational disease law or any other act or law with similar intent, other than worker's compensation.]

[8. The amount that you, [your dependent spouse and children] receive [or are entitled to receive] as disability payments because of your disability under:

[- the United States Social Security Act.]

[- the Canada Pensions Plan.]

[- the Quebec Pension Plan.]

[- any similar plan or act.]]

[If you receive a lump sum payment from any benefit reductions, the lump sum will be pro-rated on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis to the end of the maximum period of payment.]



**[MUST YOU APPLY FOR BENEFITS LISTED IN THE BENEFIT REDUCTIONS SECTION?**

If you are entitled to benefits under Item(s) [1], [2], [3], [4], [5] or [6], in the benefit reductions section, you have an obligation to apply for those benefits.]

**[WHAT IF [REDACTED] DETERMINES YOU MAY QUALIFY FOR BENEFIT REDUCTIONS?**

When we have both a reasonable, good faith belief that you are entitled to benefits under Item(s) [1], [2], [3], [4], [5] or [6], in the benefit reductions section and we have a means of reasonably estimating the amount payable, we will reduce your benefits in accordance with the provision "HOW WILL [REDACTED] CALCULATE YOUR DISABILITY PAYMENT IF YOU ARE [TOTALLY][RESIDUALLY][OR][PARTIALLY] DISABLED?", if:

- you have not applied for such benefits; or
- you have applied for such benefits but have not pursued your application with reasonable diligence.

Your [Short Term Disability] [Long Term Disability] payment will NOT be reduced by the estimated amount if you apply for the disability payments under Item(s) [1], [2], [3], [4], [5] or [6], in the benefit reductions section and pursue these benefits with reasonable diligence.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof of the amount awarded.

If you receive a lump sum payment from any benefit reduction, the lump sum will be pro-rated on a [weekly] [monthly] basis over the time period for which the sum was given.

[For STD] [If no time period is stated, the sum will be pro-rated on a weekly basis to the end of the maximum period of payment.]

[For LTD] [If no time period is stated we will use a reasonable one.]]

[REDACTED]

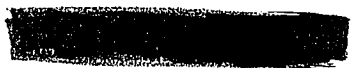
**ONCE PAYMENTS BEGIN MUST YOU CONTINUE TO BE UNDER THE  
REGULAR CARE OF A PHYSICIAN?**

· You must be under the regular care of a physician unless regular care:

- will not improve your disabling condition(s); or
- will not prevent a worsening of your disabling condition(s).

**REGULAR CARE means:**

- you personally visit a physician as frequently as is medically required, to effectively manage and treat your disabling condition(s); and
- you are receiving appropriate medical treatment and care for your disabling condition(s), which conforms with generally accepted medical standards.



### **WHEN WILL PAYMENTS STOP?**

We will stop sending you payments and your claim will end on the earliest of the following:

- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the [short term disability][or][long term disability] plan;
- when you fail to comply with the Evidence of Continuing Disability section;
- the date you fail to submit to any reasonable request to be examined by a physician of our choice without just cause;
- [the date the most recent [3 - 12 week] [3 month] average of your disability earnings exceed 80% of your [weekly] [monthly] pre-disability earnings [if you are][totally disabled] [residually disabled] [or] [partially disabled]; or
- the date you die.



### **[WHAT PRE-EXISTING CONDITIONS ARE NOT COVERED?**

You are not covered for a disability caused or substantially contributed to by a pre-existing condition or medical or surgical treatment of a pre-existing condition.

You have an excluded pre-existing condition if:

- you received medical treatment, care or services for a diagnosed condition, or took prescribed medication for that diagnosed condition, in the [3] months [3, 6, 12 months] immediately prior to your effective date of coverage; [or
- you suffer from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed in your application (i) for which you received a physician's advice or treatment within [period not to exceed 2 years] before the date of issue, or (ii) which caused symptoms within [a period not to exceed 1 year] before the date of issue for which a prudent person would usually seek medical advice or treatment,] and
- the disability caused or substantially contributed to by the condition begins in the first [number not to exceed 24] month(s) after your effective date of coverage.]

[PRE-EXISTING CONDITION means a condition for which:

- you received medical treatment, care or services for a diagnosed condition, or took prescribed medication for that diagnosed condition during the time period stated in the plan immediately prior to your effective date of coverage; [or
- you suffer from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed in your application (i) for which you received a physician's advice or treatment within the time period stated in the plan [not to exceed two years] before the date of issue, or (ii) which caused symptoms within the time period stated in the plan [not to exceed one year] before the date of issue for which a prudent person would usually seek medical advice or treatment,] and
- the disability caused or substantially contributed to by the condition begins in the time period stated in the plan [not to exceed 24 months] after your effective date of coverage.]

